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9  
10 **UNITED STATES DISTRICT COURT**  
11 **CENTRAL DISTRICT OF CALIFORNIA**  
12 **WESTERN DIVISION**

13 SWEET PEOPLE APPAREL, INC. d/b/a  
14 MISS ME, a California corporation, and  
RCRV, INC. d/b/a ROCK REVIVAL, a  
15 California corporation,

16 Plaintiffs,

17 v.

18 PHOENIX FIBERS, INC., an Arizona  
19 corporation, U.S. GENERAL EXPORT,  
INC., a California corporation, SAC  
20 INTERNATIONAL TRADERS, INC., a  
California corporation, SHAUKAT ALI  
21 CHOCHAN, an individual, COMAK  
22 TRADING, INC., a California  
corporation, LYDIA EVILSA  
23 TERRAZAS CHO, an individual,  
24 MYUNG KWON CHO, an individual,  
TIFFANY ALANA WOLFF, an  
25 individual d/b/a MISS V LANE, XYZ  
26 COMPANIES 1-10, and JOHN AND  
JANE DOES 1-10,

27 Defendants.  
28

Case No.: 2:16-cv-00940-TJH-JC

Hon. Terry J. Hatter Jr.

**STIPULATED PROTECTIVE  
ORDER FOR CONFIDENTIAL  
TREATMENT OF DOCUMENTS  
OR INFORMATION**

**[CHANGE MADE TO  
PARAGRAPH E]**

1 In connection with the production of confidential documents and other  
2 confidential information in this action, the parties, through their respective counsel,  
3 hereby enter into this Stipulated Protective Order for Confidential Treatment of  
4 Documents or Information (the "Stipulated Protective Order").

5 **Statement of Good Cause:** This action involves claims for, among other  
6 things, trademark infringement and unfair competition under the Lanham Act, 15  
7 U.S.C. § 1051, *et seq.*, unfair competition and dilution under California statutory law,  
8 and common law trademark infringement, unfair competition and breach of contract  
9 under California law. The parties are variously designers, distributors, retailers,  
10 recyclers and resellers of jeanswear and other apparel items. The parties recognize that  
11 discovery requesting information from the parties, their vendors, customers and clients,  
12 including financial information, market information and other commercially and  
13 competitively sensitive information may be necessary to prove and/or disprove  
14 Plaintiffs' claims and Defendants' defenses. The parties further anticipate that there  
15 will be depositions of the parties' employees or agents and third party customers or  
16 clients, and such persons will likely be asked questions on these potentially sensitive  
17 subject areas. Plaintiffs believe that they will likely be placed at a competitive or  
18 economic disadvantage if such confidential and/or proprietary information is disclosed  
19 to other parties and/or the public at large. Plaintiffs believe that Stipulated Protective  
20 Order is therefore necessary to avoid any prejudice or harm in the form of loss of  
21 competitive advantage which would likely result if such information was disclosed in  
22 the absence of the protections set forth herein. Plaintiffs believe that this Stipulated  
23 Protective Order is also necessary for the orderly management of this litigation.  
24 Plaintiffs contend that without this Stipulated Protective Order, the exchange of party  
25 information, as well as information potentially needed from third parties, may become  
26 logistically very difficult, time consuming and expensive.

27 **Exercise of Restraint and Care in Designating Material for Protection:**  
28 Each party or non-party that designates documents or information for protection under

1 this Stipulated Protective Order must take care to limit any such designation to specific  
 2 material that qualifies under the appropriate standards. A designating party must take  
 3 care to designate for protection only the documents or information that qualifies for  
 4 such protection. In that regard, mass and/or indiscriminate designations are prohibited.  
 5 Designations that are shown to be clearly unjustified, or that have been made for an  
 6 improper purpose (*e.g.*, to unnecessarily encumber or delay the case development  
 7 process, or to impose unnecessary expenses and burdens on other parties), expose the  
 8 designating party to sanctions.

9 **A. Definition of “Confidential” Information**

10 1. “Confidential,” as used herein, means all information in whatever  
 11 form, such as oral, written, documentary, tangible, intangible, electronic, or digitized  
 12 now or hereafter in existence that:

13 a. is protected as a “Trade Secret” under the Uniform Trade  
 14 Secrets Act, California Civil Code Section 3426, *et seq.*, as defined at Section  
 15 3426.1(d): “[I]nformation, including a formula, pattern, compilation, program, device,  
 16 method, technique, or process, that: (1) Derives independent economic value, actual or  
 17 potential, from not being generally known to the public or to other persons who can  
 18 obtain economic value from its disclosure or use; and (2) Is the subject of efforts that  
 19 are reasonable under the circumstance to maintain its secrecy”; or

20 b. is otherwise regarded by a party as being confidential,  
 21 private, or proprietary in nature, including for example personal and private  
 22 information regarding individuals such as personnel records; and

23 c. as illustrative examples only, the parties anticipate that the  
 24 following descriptive categories will be designated as Confidential information under  
 25 this Stipulated Protective Order, including, but not limited to, employee records and  
 26 information, and customer lists.

27 2. Confidential information is unlimited in kind or form and includes,  
 28 by way of example only and without limitation thereto, information relating to the

1 following: any products, designs, specifications, tests, plans, studies, surveys,  
 2 manufacture, distribution, marketing, promotion, advertisement, sales, opportunities,  
 3 vendors, customers, financial matters, costs, sources, prices, profits, research,  
 4 development, analysis, know-how, personnel, strategies, or competition.

5 3. This Stipulated Protective Order shall not apply to information that,  
 6 before disclosure, is properly in the possession or knowledge of the party to whom  
 7 such disclosure is made, or is public knowledge. The restrictions contained in this  
 8 Stipulated Protective Order shall not apply to information that is, or after disclosure  
 9 becomes, public knowledge other than by an act or omission of the party to whom such  
 10 disclosure is made, or that is legitimately acquired from a source not subject to this  
 11 Stipulated Protective Order.

#### 12 **B. Production of Confidential Information**

13 1. All efforts by any party or witness in this matter to designate any  
 14 information as “Confidential” shall be governed by the terms of this Stipulated  
 15 Protective Order. The party by whom any disclosure is made is the “Disclosing Party”  
 16 and the party to whom any disclosure is made is the “Receiving Party.” By receiving  
 17 any property designated as “Confidential” the Receiving Party agrees not to disclose,  
 18 publish, disseminate, or use, other than as expressly permitted herein, any such  
 19 property and will assure that all reasonable efforts are made to prevent any  
 20 unauthorized use, disclosure, publication or dissemination of such property.

21 2. All “Confidential” information produced by the Disclosing Party to  
 22 the Receiving Party in whatever form (*e.g.*, documents, materials, things, testimony or  
 23 other information) during the course of this matter shall be designated “Confidential”  
 24 in accordance with the terms of this Stipulated Protective Order, *infra*, prior to  
 25 disclosure, by use of a reasonably conspicuous and prominent mark. In the case of  
 26 documents, the mark shall be on every page.

**C. Restrictions On the Disclosure of Confidential Information**

Any information designated as “Confidential” shall be restricted to viewing, copying by, and disclosure to:

1. attorneys acting on behalf of the parties in this matter;
2. in-house counsel for the parties;
3. one officer or director of each party who has a need to know the information to assist counsel with the litigation;
4. the office personnel employed by the counsel working under the direct supervision of said counsel;
5. the authors and the original recipients of the document;
6. the United States District Court for the Central District of California and applicable appellate courts and all clerks and other personnel in the United States District Court for the Central District of California and applicable appellate courts, before which this action is pending;
7. experts and consultants necessarily retained by counsel of record in this litigation, but only if these experts and consultants comply with this Stipulated Protective Order in full and read, sign, and agree to be bound by all of its terms; and
8. Employees of copy services or database services, trial support firms, or similar vendors who are engaged by the parties during the litigation of this action.

**D. Depositions**

1. Any party may designate testimony on oral deposition as “Confidential.” The designation of such testimony shall be made at any point during the deposition by so stating on the record and identifying the level of protection desired.

2. Once testimony has been designated as “Confidential,” only the following persons shall be present for the answer:

- a. persons authorized under this Stipulate Protective Order;

1                   b.     the deponent; and

2                   c.     the reporter and videographer.

3                   3.     Each court reporter must separately bind those portions of  
4 deposition transcript and related exhibits deemed “Confidential” and shall further  
5 separate into separate bound deposition transcripts and shall thereon place a reasonably  
6 conspicuous and prominent designation on the first page of each such bound transcript  
7 or exhibits.

8                   4.     A deponent and/or party shall have until ten (10) days after receipt  
9 of a deposition transcript to designate additional portions of the transcript under this  
10 Stipulated Protective Order.

11                  5.     Each party shall cause each copy of the transcript in its custody or  
12 control or that comes into its custody or control to be immediately marked as  
13 designated.

14                  6.     Prior to the expiration of ten (10) days, a deposition transcript  
15 and/or the substance of a deponent’s answers may be disclosed only to those persons  
16 authorized to receive items designated as “Confidential” and the deponent.

17               **E.     Items Filed with the Court**

18               If a party or any other person subject to this order wishes to file or lodge with  
19 the Court any document that contains or attaches any “Confidential” information, or  
20 any document that contains, reflects or summarizes “Confidential” information, that  
21 party or person shall comply with the procedures set forth in Local Rule 79-5 of the  
22 Local Rules of the United States District Court for the Central District of California  
23 [Confidential Court Records – Under Seal] (amended effective 12/1/15).

24               **F.     Inadvertent Disclosure**

25                  1.     The inadvertent or unintentional disclosure of “Confidential”  
26 information, regardless of whether the item was so designated at the time of disclosure,  
27 shall not be deemed a waiver in whole or in part of a party’s claim of protection under  
28 this Stipulated Protective Order either as to the specific information disclosed therein

1 or on the same or related subject matter, provided that the party later asserting a claim  
2 of protection informs the opposing parties of its claim within a reasonable time.

3           2. If notified of the inadvertent or unintentional disclosure of  
4 “Confidential” information as described in the above paragraph, the Receiving Party  
5 shall promptly sequester and protect any protected information identified by the  
6 Disclosing Party to have been inadvertently or unintentionally disclosed to the  
7 Receiving Party upon being notified of the Disclosing Party’s claim of protection. If  
8 the Receiving Party disclosed the protected information before being notified of the  
9 Disclosing Party’s claim of protection, it must take reasonable steps to retrieve the  
10 item for destruction, sequestering, or return to the Disclosing Party.

11           3. If information subject to a claim of attorney client privilege or work  
12 product immunity is inadvertently produced, such production shall in no way prejudice  
13 or otherwise constitute a waiver of, or estoppel as to, any such claim. If a party has  
14 inadvertently produced information subject to a claim of immunity or privilege, upon  
15 request, such information shall be returned promptly and, if a document, all copies  
16 (including by not limited to electronic copies) of that document shall be destroyed. The  
17 party returning such information may move the Court for an order pursuant to Local  
18 Rules 37.1 and 37.2, compelling production of such information, but the motion shall  
19 not assert as a ground for production the fact that the information was inadvertently  
20 produced.

21           **G. Acknowledgment of Order**

22           Each person required by this Stipulated Protective Order to sign a statement  
23 agreeing to be bound by the Order must sign the statement set forth in Exhibit A to this  
24 Order and deliver the executed statement to the Disclosing Party.

25           **H. Agreement of Parties to Order**

26           All parties to this action, their counsel, and all other persons subject to this  
27 Stipulated Protective Order shall be bound by this Order and shall abide by all of the  
28 terms of this Order until otherwise ordered by the United States District Court for the



1 Central District of California, or by written notice releasing them from the respective  
2 obligations received from the pertinent Disclosing Party.

3 This Stipulated Protective Order is not intended to govern the use of  
4 “Confidential” information at any trial of this action. Questions of the protection of  
5 “Confidential” information during trial will be presented to the Court and the  
6 Designating Party prior to or during trial as each party deems appropriate.

7 **I. Continuing Effect of Order**

8 Unless counsel agrees otherwise in writing, within ninety (90) days of the final  
9 disposition of this action, whether by final adjudication on the merits, including any  
10 appeals, or by other means, the attorneys for the parties shall return promptly to the  
11 Disclosing Party from whom they were obtained, all documents, other than attorney  
12 work-product and communications protected by the attorney-client privilege, which  
13 constitute or include material that has been designated “Confidential,” or destroy the  
14 same, and return or destroy all copies made thereof, including all documents, or copies  
15 provided by a Receiving Party to any other person. At the conclusion of the 90-day  
16 period, counsel for each party shall represent in writing that to his or her knowledge  
17 and belief the party has either returned or destroyed all “Confidential” information in  
18 accordance with this order. Notwithstanding the foregoing, counsel for the parties  
19 shall be permitted to retain a file copy of materials produced in discovery or created  
20 during the course of the litigation, or made part of the record, or which have been filed  
21 under seal with the Clerk of the Court and a copy of all depositions, including exhibits,  
22 and deposition evaluations. Such file copies containing “Confidential” information  
23 must be maintained under the conditions set forth in this order for such designated  
24 materials.

25 **J. Additional Relief**

26 No party is prevented from seeking relief not provided by this Stipulated  
27 Protective Order, or otherwise seeking relief from the United States District Court for  
28



1 the Central District of California, as may be appropriate to protect its interests or  
2 otherwise prepare this matter for trial.

3 **K. Challenging Designation of Materials**

4 1. Any Receiving Party disagreeing with the designation of any document or  
5 information as “Confidential” shall notify the Disclosing Party in writing. The  
6 Disclosing Party shall then have a reasonable period, not exceeding five (5) court days,  
7 from the date of receipt of such notice to advise the Receiving Party in writing (a)  
8 whether or not the Disclosing Party persists in such designation; and (b) if the  
9 Disclosing Party persists in the designation, to explain the reasons for the particular  
10 designation. The Receiving Party may then advise the Disclosing Party in writing that  
11 it disputes such designation. The Disclosing Party shall have five (5) court days to  
12 move the Court for an order confirming the particular designation or replacing it with a  
13 different designation. Failure to so move shall automatically de-designate the disputed  
14 designation. The procedure detailed in this paragraph is deemed to comply with the  
15 meet and confer process required by Rule 37 of the Local Rules of the United States  
16 District Court for the Central District of California. The parties do not have to meet in  
17 person on this issue. Thereafter, the parties shall comply with the requirements of  
18 Rule 37 of the Federal Rules of Civil Procedure and Rule 37 of the Local Rules of the  
19 United States District Court for the Central District of California governing discovery  
20 motions. The Designating Party who asserts that the document or information is  
21 “Confidential” shall have the initial burden of proving that the designation is proper.  
22 Information designated “Confidential” by a Disclosing Party shall be treated as such  
23 by a Receiving Party unless otherwise agreed to by the parties or otherwise ordered by  
24 the Court or by any appellate court, should appellate review be sought.

25 2. The failure of a Receiving Party to challenge expressly a claim of  
26 confidentiality or the designation of any document or information as “Confidential” at  
27 the time of disclosure shall not constitute a waiver of the right to assert at any  
28

1 subsequent time that the same is not in fact confidential or not appropriately designated  
2 for any reason.

3 3. Except as set forth in Paragraph K.1 above regarding the “meet and  
4 confer” procedure for challenging the designations of any materials under the  
5 Stipulated Protective Order, Local Rule 37 governs the procedure for resolving any  
6 disputes related to this Stipulated Protective Order.

7 **L. Use for This Litigation Only**

8 1. Items designated under this Stipulated Protective Order shall not be  
9 used by any recipient or disclosed to anyone for any purpose other than in connection  
10 with the above-captioned action.

11 2. In the event that any party and/or recipient of “Confidential”  
12 information pursuant to this Stipulated Protective Order is served with subpoena, legal  
13 process, order, or otherwise requested to disclose any “Confidential” information (the  
14 “Disclosing Entity”) by any person or entity not covered by this Order, including,  
15 without limitation, other insurance carriers, state, local or federal agencies, or litigants  
16 in other litigation (the “Requesting Entity”), the Disclosing Entity shall give notice  
17 thereof, by telephone and facsimile, as soon as practicable but in any event sufficiently  
18 prior to the requested disclosure to afford an opportunity to intervene for any party  
19 who may be adversely affected by the disclosure except to the extent that such notice is  
20 precluded by law. The party asserting the confidential treatment of the requested  
21 documents and/or information shall have the burden of defending against any such  
22 subpoena, legal process or order.

23 **M. Prior Orders**

24 This Stipulated Protective Order shall not affect any prior order of the Court.

25 **N. Execution and Counterpart**

26 This Stipulated Protective Order may be executed in one or more counterparts,  
27 each of which shall be deemed to be an original, but all of which together shall  
28 constitute one and the same instrument. Facsimile signatures or any party upon the

signature page of this Stipulated Protective Order shall be binding upon the parties hereto and may be submitted as though such signatures were original signatures.

**O. Submission to Court**

The Parties agree to submit this Stipulated Protective Order to the Court for adoption as an order of the Court. The Parties reserve the right to seek, upon good cause, modification of this Stipulated Protective Order by the Court.

**IT IS SO ORDERED.**

Date: July 19, 2016

\_\_\_\_\_  
/s/  
Hon. Jacqueline Chooljian  
United States Magistrate Judge

\* \* \*

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ROSS WERSCHING & WOLCOTT LLP

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By: /s/ William C. O'Neill

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Dated: June 23, 2016

*Counsel for Plaintiffs*

Dated: June 23, 2016

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Dated: June 23, 2016

Pursuant to Civil L.R. 5-4.3.4(a)(2)(i), the filer attests that all other signatories listed, and on whose behalf this filing is submitted, concur in the filing's content and have authorized the filing.

# **EXHIBIT A**

## **UNDERTAKING TO BE BOUND BY THE PRETRIAL STIPULATED PROTECTIVE ORDER REGARDING CONFIDENTIALITY OF DOCUMENTS**

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
[print or type full address], declare under penalty of perjury that I have read in its  
entirety and understand the Protective Order that was issued by the United States  
District Court for the Central District of California in the case of *Sweet People  
Apparel, Inc. d/b/a Miss Me, et al. v. Phoenix Fibers, Inc., et al.*, Case No. 16-cv-  
00940-TJH-JC.

I agree to comply with and to be bound by all the terms of this Protective Order  
and I understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will not  
disclose in any manner any information or item that is subject to this Protective Order  
to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for  
the Central District of California for the purpose of enforcing the terms of this  
Stipulated Protective Order, even if such enforcement proceedings occur after  
termination of this action.

Date: \_\_\_\_\_, 2016

City and State where sworn and signed: \_\_\_\_\_

Signed: \_\_\_\_\_  
[Print Name] [Signature]